



Department of Toxic Substances Control



Winston H. Hickox
Agency Secretary
California Environmental
Protection Agency

Edwin F. Lowry, Director
5796 Corporate Avenue
Cypress, California 90630

Gray Davis
Governor

January 14, 2003

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RK ✓
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FIE ✓ FYI DK

Mr. Michael Evans
Associated Plating Co.
9636 Ann Street
Santa Fe Springs, California 90670

EPA ID No. CAD 043 079 110

CORRECTIVE ACTION CONSENT AGREEMENT FOR ASSOCIATED PLATING COMPANY, INC: SRPD 02/03 SCC-4293

Dear Mr. Evans:

The Department of Toxic Substances Control (DTSC) has completed the preliminary review of the Subsurface Soil Investigation report entitled "Associated Investigation Report" dated April 19, 2002, compiled and submitted by URS Corporation on behalf of the Associated Plating Company, Inc. (Facility). Since the subject Report established the fact that the soil and the groundwater at the site have been contaminated with Constituents of Concerns (COCs) released from the operations at the site, DTSC has determined that additional work needs to be performed to complete the site characterization and mitigation.

Please find enclosed a Corrective Action Consent Agreement (Consent Agreement) for the subject site. The Consent Agreement has been prepared in order to ensure that the extent of the contamination is adequately assessed and that any potential hazard resulting from releases at the site are properly mitigated. In addition, under SB 1651, DTSC is required to recover all costs associated with its oversight of corrective action. This Consent Agreement provides an estimate of those costs (Exhibit A) and a mechanism for cost recovery including an advanced payment.

Please note that most of the provisions in this Consent Agreement are standard provisions that DTSC uses on a statewide basis. We cannot accept any proposed changes to these provisions without prior approval of DTSC's State Regulatory Programs Division (SRPD) Chief and DTSC's Office of Legal Counsel (OLC). Please limit your comments to the technical issues and the scope of work. If any of your

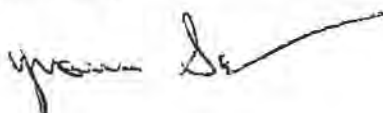
The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our Web-site at www.dtsc.ca.gov.

Mr. Michael Evans
January 14, 2003
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comments result in negotiations requiring significant input from the SRPD, Chief and/or the OLC, we will have to revise the Exhibit A, to reflect this additional process. Please provide us with your comments by January 29, 2003. Please note that failure to reach an agreement in this matter, does not preclude DTSC from taking additional legal action to protect human health and the environment.

If you have any questions regarding this Consent Agreement, or if you would like to have a meeting with DTSC staff to discuss the details of the Consent Agreement, please contact Mr. Nebu John at (714) 484-5475.

Sincerely,



Yvonne Sanchez
Section Chief
Southern California Branch
State Regulatory Programs Division

Enclosures

Certified Mail
7000 1670 0005 6054 7792
Return Receipt Requested

cc: Mr. Ramon Perez
Department of Toxic Substances Control
Office of Legal Counsel
7828 Camino Del Rio South, Suite 402
San Diego, California 92108

Mr. Mr. Dave Klunk
Hazardous Materials Division
Santa Fe Springs Fire Department
11300 Greenstone Avenue
Santa Fe Springs, California 90670

Mr. Mauricio Escobar
URS Corporation
911 Wilshire Boulevard, Suite 800
Los Angeles, California 90017

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:) Docket HWCA:SRPD 02/03 SCC-4293
)
Associated Plating Co. Inc.)
9336 Ann Street)
Santa Fe Springs, CA 90670) CORRECTIVE ACTION
) CONSENT AGREEMENT
EPA ID# CAD 043 079 110)
)
Associated Plating Co. Inc.) Health and Safety Code
Respondent) Sections 25187 and 25200.14
)

INTRODUCTION

1. The Department of Toxic Substances Control (DTSC), and Associated Plating Company Inc. (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code section 25187 and 25200.14, which authorize DTSC to issue an order to require corrective action when DTSC determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

1.2. The parties enter into this Consent Agreement to avoid the expense of litigation and to carry out promptly the corrective action described below.

1.3. The Respondent is the owner and operator of a hazardous waste facility located at 9336 Ann Street, Santa Fe Springs, California 90670 (Facility).

1.4. Associated Plating Company, Inc. manages hazardous waste in two units authorized by DTSC on August 4, 1993 under Permit By Rule (PBR).

1.5. The terms used in this Consent Agreement are as defined in California Code of Regulations, title 22, section

66260.10, except as otherwise provided.

1.6. Respondent agrees to implement all DTSC-approved workplans and to undertake all actions required by the terms and conditions of this Consent Agreement, including any portions of this Consent Agreement incorporated by reference.

1.7. Respondent waives any right to request a hearing on this Consent Agreement pursuant to Health and Safety Code section 25187.

FINDINGS OF FACT

2.1. On November 14, 1996, pursuant to Health and Safety Code section 25200.14, the Respondent submitted a Phase I Environmental Assessment (Phase I) to DTSC. The Phase I concluded that further investigation is necessary to determine the existence, nature, and extent of contamination at the Facility.

2.1.1 On March 9, 2001 DTSC conducted a Phase I Site Assessment Verification Inspection at the site and identified five Solid Waste management Units (SWMUs) that will require further investigation.

2.1.2 On February 8, 2002, DTSC approved a Further Investigation Workplan submitted by the URS Corporation on behalf of the Facility.

2.1.3 Based on the investigation conducted at the site on April 19, 2002, URS Corporation submitted a Further Investigation Report to the DTSC. The Report establishes the release of Constituents of Concern (COCs) at the Site.

2.2. Based on the information available to DTSC, DTSC concludes that further investigation is needed to determine the nature and extent of any release of hazardous waste or hazardous waste constituents in the following SWMUs and/or AOCs:

- Boiler Area SWMU # 1
- Secondary Containment Area of the Neutralization

Tank SWMU # 2

- Open Trench Area on the South side of the property
- Vapor Degreaser Area SWMU # 3
- Floor Channel Area inside the building SWMU # 4
- Wet Process Area SWMU # 5
- Chemical Storage Area SWMU # 6
- The Area on East side of the main building where compressor, chemical Storage building, cyanide destruction unit, Empty Drum Storage Area and parking lot are located SWMU # 7

2.3. The hazardous waste and hazardous waste constituents of concern identified at the Facility are Metals, Cyanide, Volatile Organic Compounds (VOCs), and Total Petroleum Hydrocarbons (TPH).

2.4. The hazardous wastes or hazardous waste constituents have migrated or may migrate from the Facility into the environment through the following pathways: subsurface soils, groundwater, airborne dust particulate matter, and rain surface runoff water. The COCS have already migrated to the groundwater.

2.5. The Facility is located in an industrial area of City of Santa Fe Springs. The Facility is 1.25-acres in size and contains a concrete tilt-up building measuring approximately 17,000 square feet on the southwest portion. The southeast portion of the Facility, which consists of .30 acre, is unimproved vacant land. The elevation of the property is approximately 150 feet above mean sea level with a total topographic gradient of less than 20 feet per mile to the southeast. First encountered groundwater beneath the Facility is found at approximately 35 and 40 feet below ground surface (bgs) (Further Investigation Report of Associated Plating Corporation dated April 19, 2002).

1 discovers new releases of hazardous waste and/or hazardous waste
2 constituents, or discovers new solid waste management units not
3 previously identified, Respondent shall notify DTSC Project
4 Coordinator orally within 48 hours of discovery and notify DTSC
5 in writing within 10 days of discovery summarizing the findings,
6 including the immediacy and magnitude of the potential threat to
7 human health and/or the environment. Within 60 days of
8 receiving DTSC's written request, Respondent shall submit to
9 DTSC an IM Workplan for approval. The IM Workplan shall include
10 a schedule for submitting to DTSC an IM Operation and
11 Maintenance Plan and IM Plans and Specifications. The IM
12 Workplan, IM Operation and Maintenance Plan, and IM Plans and
13 Specifications shall be developed in a manner consistent with
14 the Scope of Work for Interim Measures Implementation contained
15 in as Attachment 7. If DTSC determines that immediate action is
16 required, DTSC Project Coordinator may orally authorize the
17 Respondent to act prior to DTSC's receipt of the IM Workplan.

18 5.3. If DTSC identifies an immediate or potential threat
19 to human health and/or the environment, discovers new releases
20 of hazardous waste and/or hazardous waste constituents, or
21 discovers new solid waste management units not previously
22 identified, DTSC will notify Respondent in writing. Within 90
23 days of receiving DTSC's written notification, Respondent shall
24 submit to DTSC for approval an IM Workplan that identifies
25 Interim Measures that will mitigate the threat. The IM Workplan
26 shall include a schedule for submitting to DTSC an IM Operation
27 and Maintenance Plan and IM Plans and Specifications. The IM
Workplan, IM Operation and Maintenance Plan, and IM Plans and
Specifications shall be developed in a manner consistent with
the Scope of Work for Interim Measures Implementation contained
in as Attachment 7. If DTSC determines that immediate action is
required, DTSC Project Coordinator may orally authorize
Respondent to act prior to receipt of the IM Workplan.

1 5.4. All IM Workplans shall ensure that the Interim
2 Measures are designed to mitigate current or potential threats
3 to human health and/or the environment, and should, to the
4 extent practicable, be consistent with the objectives of, and
5 contribute to the performance of, any remedy which may be
6 required at the Facility.

7 5.5. Concurrent with the submission of an IM Workplan,
8 Respondent shall submit to DTSC a Health and Safety Plan in
9 accordance with the Scope of Work for a Health and Safety Plan
10 contained in Attachment 2.

11 5.6. Concurrent with the submission of an IM Workplan,
12 Respondent shall submit to DTSC for approval a Community Profile
13 in accordance with Attachment 3. Based on the information
14 provided in the Community Profile, if DTSC determines that there
15 is a high level of community concern about the Facility, DTSC
16 may require Respondent to prepare a Public Participation Plan.

17 FACILITY INVESTIGATION (FI)

18 6.1. Within 90 days of the effective date of this Consent
19 Agreement, Respondent shall submit to DTSC a Workplan for a
20 Facility Investigation ("FI Workplan"). The FI Workplan is
21 subject to approval by DTSC and shall be developed in a manner
22 consistent with the Scope of Work for a Facility Investigation
23 contained in Attachment 1. DTSC will review the FI Workplan and
24 notify Respondent in writing of DTSC's approval or disapproval.

25 6.2. The FI Workplan shall detail the methodology to: (1)
26 gather data needed to make decisions on interim measures/
27 stabilization during the early phases of the RCRA Facility
Investigation; (2) identify and characterize all sources of
contamination; (3) define the nature, degree and extent of
contamination; (4) define the rate of movement and direction of
contamination flow; (5) characterize the potential pathways of
contaminant migration; (6) identify actual or potential human

1 and/or ecological receptors; and (7) support development of
2 alternatives from which a corrective measure will be selected by
3 DTSC. A specific schedule for implementation of all activities
4 shall be included in the FI Workplan.

5 6.3. Respondent shall submit a FI Report to DTSC for
6 approval in accordance with DTSC-approved FI Workplan schedule.
7 The FI Report shall be developed in a manner consistent with the
8 Scope of Work for a Facility Investigation contained in
9 Attachment 1. If there is a phased investigation, separate FI
10 Reports and a report that summarizes the findings from all
11 phases of the FI must be submitted to DTSC. DTSC will review
12 the FI Report(s) and notify Respondent in writing of DTSC's
13 approval or disapproval.

14 6.4. Concurrent with the submission of a FI Workplan,
15 Respondent shall submit to DTSC a Health and Safety Plan in
16 accordance with Attachment 2. If Workplans for both an IM and
17 FI are required by this Consent Agreement, Respondent may submit
18 a single Health and Safety Plan that addresses the combined IM
19 and FI activities.

20 6.5. DTSC may require Respondent to prepare a FI Summary
21 Fact Sheet. If required, Respondent shall submit a FI Summary
22 Fact Sheet to DTSC that summarizes the findings from all phases
23 of the FI. The FI Summary Fact Sheet shall be submitted to DTSC
24 in accordance with the schedule contained in the approved FI
25 Workplan. DTSC will review the FI Summary Fact Sheet and notify
26 Respondent in writing of DTSC's approval or disapproval,
27 including any comments and/or modifications. When DTSC approves
the FI Summary Fact Sheet, Respondent shall mail the approved FI
Summary Fact Sheet to all individuals on a mailing list
established pursuant to California Code Regulations, title 22,
section 66271.9(c)(1)(D), within 15 calendar days of receipt of
written approval.

6.6. Concurrent with the submission of a FI Workplan,
Respondent shall submit to DTSC for approval a Community Profile

1 in accordance with Attachment 3. Based on the information
2 provided in the Community Profile and any Supplement to the
3 Community Profile, if DTSC determines that there is a high level
4 of community concern about the Facility, Respondents shall
5 prepare a Public Participation Plan.

6 RISK ASSESSMENT

7 7. Based on the information available to DTSC, Respondent
8 may be required to conduct a Risk Assessment to evaluate
9 potential human health risk and ecological risk and to establish
10 site-specific action levels and cleanup standards. If DTSC
11 determines that a Risk Assessment is required, Respondent shall
12 submit to DTSC for approval a Risk Assessment Workplan within 90
13 days of receipt of DTSC's determination. Respondent shall
14 submit to DTSC for approval a Risk Assessment Report in
15 accordance with DTSC-approved Risk Assessment Workplan schedule.

16 CORRECTIVE MEASURES STUDY (CMS)

17 8.1. Respondent shall prepare a Corrective Measures
18 Study, if contaminant concentrations exceed human health-based
19 or ecologically-based action levels established by the DTSC-
20 approved Risk Assessment Report if one is required under this
21 Consent Agreement, or if DTSC otherwise determines that the
22 contaminant releases pose a potential threat to human health or
the environment.

23 8.2. Within 90 days of DTSC's approval of the FI Report
24 (or Respondent's receipt of a written request from DTSC),
25 Respondent shall submit a CMS Workplan to DTSC. The CMS
26 Workplan is subject to approval by DTSC and shall be developed
27 in a manner consistent with the Scope of Work for a Corrective
Measures Study contained in Attachment 4.

8.3. The CMS Workplan shall detail the methodology for

1 developing and evaluating potential corrective measures to
2 remedy any contamination at the Facility. The CMS Workplan
3 shall identify the potential corrective measures, including any
4 innovative technologies, that may be used for the containment,
5 treatment, remediation, and/or disposal of contamination.

6 8.4. Respondent shall prepare treatability studies for all
7 potential corrective measures that involve treatment except
8 where Respondent can demonstrate to DTSC's satisfaction that
9 they are not needed. The CMS Workplan shall include, at a
10 minimum, a summary of the proposed treatability study including
11 a conceptual design, a schedule for submitting a treatability
12 study workplan, or Respondent's justification for not proposing
13 a treatability study.

14 8.5. Respondent shall submit a CMS Report to DTSC for
15 approval in accordance with DTSC-approved CMS Workplan schedule.
16 The CMS Report shall be developed in a manner consistent with
17 the Scope of Work for a Corrective Measures Study contained in
18 Attachment 4. DTSC will review the CMS Report and notify
19 Respondent in writing of DTSC's approval or disapproval.

20 REMEDY SELECTION

21 9.1. DTSC will provide the public with an opportunity to
22 review and comment on the final draft of the CMS Report, DTSC's
23 proposed corrective measures for the Facility, and DTSC's
24 justification for selection of such corrective measures.
25 Depending on the level of community concern, DTSC may conduct a
26 public hearing to obtain comments.

27 9.2. Following the public comment period, DTSC may select
final corrective measures or require Respondent to revise the
CMS Report and/or perform additional corrective measures
studies.

9.3. DTSC will notify Respondent of the final corrective
measures selected by DTSC in the Final Decision and Response to

1 Comments. The notification will include DTSC's reasons for
2 selecting the corrective measures.

3 CORRECTIVE MEASURES IMPLEMENTATION (CMI)

4
5 10.1. Within 90 days of Respondent's receipt of
6 notification of DTSC's selection of the corrective measures,
7 Respondent shall submit to DTSC a Corrective Measures
8 Implementation (CMI) Workplan. The CMI Workplan is subject to
9 approval by DTSC and shall be developed in a manner consistent
10 with the Scope of Work for Corrective Measures Implementation
11 contained in Attachment 5.

12 10.2. Concurrent with the submission of a CMI Workplan,
13 Respondent shall submit to DTSC a Health and Safety Plan in
14 accordance with Attachment 2.

15 10.3. Concurrent with the submission of a CMI Workplan,
16 Respondent shall submit to DTSC for approval a Community Profile
17 in accordance with Attachment 3. Based on the information
18 provided in the Community Profile and any Supplement to the
19 Community Profile, if DTSC determines that there is a high level
20 of community concern about the Facility, DTSC may require
21 Respondent to prepare a Public Participation Plan.

22 10.4. The CMI program shall be designed to facilitate the
23 design, construction, operation, maintenance, and monitoring of
24 corrective measures at the Facility. In accordance with the
25 schedule contained in the approved CMI Workplan, Respondent
26 shall submit to DTSC the documents listed below, to the extent
27 applicable. These documents shall be developed in a manner
consistent with the Scope of Work for Corrective Measures
Implementation contained in Attachment 5.

- o Operation and Maintenance Plan
- o Draft Plans and Specifications
- o Final Plans and Specifications
- o Construction Workplan

- o Construction Completion Report
- o Corrective Measures Completion Report

10.5. DTSC will review all required CMI documents and notify Respondent in writing of DTSC's approval or disapproval.

10.6. As directed by DTSC, within 90 days of DTSC's approval of all required CMI documents, Respondent shall establish a financial assurance mechanism for Corrective Measures Implementation. The financial assurance mechanisms may include a performance or surety bond, liability insurance, an escrow performance guarantee account, a trust fund, financial test, or corporate guarantee as described in California Code of Regulations, title 22, section 66265.143 or any other mechanism acceptable to DTSC. The mechanism shall be established to allow DTSC access to the funds to undertake Corrective Measures Implementation tasks if Respondent is unable or unwilling to undertake the required actions.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

11. DTSC must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Agreement are projects subject to CEQA. Respondent shall provide all information necessary to facilitate any CEQA analysis. DTSC will make an initial determination regarding the applicability of CEQA. If the activities are not exempt from CEQA, DTSC will conduct an Initial Study. Based on the results of the Initial Study, DTSC will determine if a Negative Declaration or an Environmental Impact Report (EIR) should be prepared. DTSC will prepare and process any such Negative Declaration. However, should DTSC determine that an EIR is necessary, such an EIR would be prepared under a separate agreement between DTSC and Respondent.

DTSC APPROVAL

12.1. Respondent shall revise any workplan, report, specification, or schedule in accordance with DTSC's written comments. Respondent shall submit to DTSC any revised documents by the due date specified by DTSC. Revised submittals are subject to DTSC's approval or disapproval.

12.2. Upon receipt of DTSC's written approval, Respondent shall commence work and implement any approved Workplan in accordance with the schedule and provisions contained therein.

12.3. Any DTSC-approved workplan, report, specification, or schedule required under this Consent Agreement shall be deemed incorporated into this Consent Agreement.

12.4. Verbal advice, suggestions, or comments given by DTSC representatives will not constitute an official approval or decision.

SUBMITTALS

13.1. Beginning with the first full month following the effective date of this Consent Agreement, Respondent shall provide DTSC with quarterly progress reports of corrective action activities conducted pursuant to this Consent Agreement. Progress reports are due on the first day of the first month following the close of each reporting period. The progress reports shall conform to the Scope of Work for Progress Reports contained in Attachment 8. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

13.2. Any report or other document submitted by Respondent pursuant to this Consent Agreement shall be signed and certified by the project coordinator, a responsible corporate officer, or a duly authorized representative.

1 13.3. The certification required by paragraph 13.2 above,
2 shall be in the following form:

3 I certify that the information contained in or
4 accompanying this submittal is true, accurate, and
5 complete. As to those portions of this submittal for which
6 I cannot personally verify the accuracy, I certify that
7 this submittal and all attachments were prepared at my
8 direction in accordance with procedures designed to assure
9 that qualified personnel properly gathered and evaluated
the information submitted.

10 Signature:

11 Name: _____

12 Title: _____

13 Date: _____
14

15 13.4. Respondent shall provide three copies of all
16 documents, including but not limited to, workplans, reports, and
17 correspondence. Submittals specifically exempted from this copy
18 requirement are all progress reports and correspondence of less
than 15 pages, of which one copy is required.

19 13.5. Unless otherwise specified, all reports,
20 correspondence, approvals, disapprovals, notices, or other
21 submissions relating to this Consent Agreement shall be in
22 writing and shall be sent to the current Project Coordinators.

23 PROPOSED CONTRACTOR/CONSULTANT

24
25 14. All work performed pursuant to this Consent Agreement
26 shall be under the direction and supervision of a professional
27 engineer or registered geologist, registered in California, with
expertise in hazardous waste site cleanup. Respondent's

1 contractor or consultant shall have the technical expertise
2 sufficient to fulfill his or her responsibilities. Within 14
3 days of the effective date of this Consent Agreement, Respondent
4 shall notify DTSC Project Coordinator in writing of the name,
5 title, and qualifications of the professional engineer or
6 registered geologist and of any contractors or consultants and
7 their personnel to be used in carrying out the terms of this
8 Consent Agreement.

9 ADDITIONAL WORK

10 15. DTSC may determine or Respondent may propose that
11 certain tasks, including investigatory work, engineering
12 evaluation, or procedure/methodology modifications are necessary
13 in addition to, or in lieu of, the tasks and deliverables
14 included in any part of DTSC-approved workplans. DTSC shall
15 request in writing that Respondent performs the additional work
16 and shall specify the basis and reasons for DTSC's determination
17 that the additional work is necessary. Within 14 days after the
18 receipt of such determination, Respondent may confer with DTSC
19 to discuss the additional work DTSC has requested. If required
20 by DTSC, Respondent shall submit to DTSC a workplan for the
21 additional work. Such workplan shall be submitted to DTSC
22 within 30 days of receipt of DTSC's determination or according
23 to an alternate schedule established by DTSC. Upon approval of
24 a workplan, Respondent shall implement it in accordance with the
25 provisions and schedule contained therein. The need for, and
26 disputes concerning, additional work are subject to the dispute
27 resolution procedures specified in this Consent Agreement.

28 QUALITY ASSURANCE

29 16.1. All sampling and analyses performed by
30 Respondent under this Consent Agreement shall follow applicable

1 DTSC and USEPA guidance for sampling and analysis. Workplans
2 shall contain quality assurance/quality control and chain of
3 custody procedures for all sampling, monitoring, and analytical
4 activities. Any deviations from the approved workplans must be
5 approved by DTSC prior to implementation, must be documented,
6 including reasons for the deviations, and must be reported in
7 the applicable report.

8 16.2. The names, addresses, and telephone numbers of
9 the California State certified analytical laboratories that
10 Respondent proposes to use must be specified in the applicable
11 workplans.

12 SAMPLING AND DATA/DOCUMENT AVAILABILITY

13 17.1. Respondent shall submit to DTSC upon request
14 the results of all sampling and/or tests or other data generated
15 by its employees, agents, consultants, or contractors pursuant
16 to this Consent Agreement.

17 17.2. Respondent shall notify DTSC in writing at
18 least seven days prior to beginning each separate phase of field
19 work approved under any workplan required by this Consent
20 Agreement. If Respondent believes it must commence emergency
21 field activities without delay, Respondent may seek emergency
22 telephone authorization from DTSC Project Coordinator or, if the
23 Project Coordinator is unavailable, his/her Branch Chief, to
24 commence such activities immediately.

25 17.3. At the request of DTSC, Respondent shall
26 provide or allow DTSC or its authorized representative to take
27 split or duplicate samples of all samples collected by
Respondent pursuant to this Consent Agreement. Similarly, at
the request of Respondent, DTSC shall allow Respondent or
his/her authorized representative to take split or duplicate
samples of all samples collected by DTSC under this Consent
Agreement.

ACCESS

18. Subject to the Facility's security and safety procedures, Respondent agrees to provide DTSC and its representatives access at all reasonable times to the Facility and any off-site property to which access is required for implementation of this Consent Agreement and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of Respondent or his/her contractors or consultants.

RECORD PRESERVATION

19.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six years after its termination, all data, records, and documents that relate in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at the Facility. Respondent shall notify DTSC in writing 90 days prior to the destruction of any such records, and shall provide DTSC with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Consent Agreement and shall be addressed to:

Stephen W. Lavinger, Chief
State Regulatory Programs Branch
Hazardous Waste Management Program
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

19.2. If Respondent retains or employ any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, Respondent will require any such agents, consultants, or contractors to provide Respondent a

1 copy of all documents produced pursuant to this Consent
2 Agreement.

3 19.3. All documents pertaining to this Consent
4 Agreement shall be stored in a central location at the Facility,
5 or at a location otherwise agreed to by the parties, to afford
6 easy access by DTSC and its representatives.

7 DISPUTE RESOLUTION

8 20.1. The parties agree to use their best efforts to
9 resolve all disputes informally. The parties agree that the
10 procedures contained in this section are the sole administrative
11 procedures for resolving disputes arising under this Consent
12 Agreement. If Respondent fails to follow the procedures
13 contained in this section, it shall have waived its right to
14 further consideration of the disputed issue.

15 20.2. If Respondent disagrees with any written
16 decision by DTSC pursuant to this Consent Agreement,
17 Respondent's Project Coordinator shall orally notify DTSC's
18 Project Coordinator of the dispute. The Project Coordinators
19 shall attempt to resolve the dispute informally.

20 20.3. If the Project Coordinators cannot resolve the
21 dispute informally, Respondent may pursue the matter formally by
22 placing their objection in writing. Respondent's written
23 objection must be forwarded to Chief, State Regulatory Programs
24 Branch, Hazardous Waste Management Program, Department of Toxic
25 Substances Control, with a copy to DTSC's Project Coordinator.
26 The written objection must be mailed to the Branch Chief within
27 14 days of Respondent's receipt of DTSC's written decision.
28 Respondent's written objection must set forth the specific
29 points of the dispute and the basis for Respondent's position.

30 20.4. DTSC and Respondent shall have 14 days from
31 DTSC's receipt of Respondent's written objection to resolve the
32 dispute through formal discussions. This period may be extended

1 by DTSC for good cause. During such period, Respondent may meet
2 or confer with DTSC to discuss the dispute.

3 20.5. After the formal discussion period, DTSC will
4 provide Respondent with its written decision on the dispute.
5 DTSC's written decision will reflect any agreements reached
6 during the formal discussion period and be signed by the Branch
7 Chief or his/her designee.

8 20.6. During the pendency of all dispute resolution
9 procedures set forth above, the time periods for completion of
10 work required under this Consent Agreement that are affected by
11 such dispute shall be extended for a period of time not to
12 exceed the actual time taken to resolve the dispute. The
13 existence of a dispute shall not excuse, toll, or suspend any
14 other compliance obligation or deadline required pursuant to
15 this Consent Agreement.

16 RESERVATION OF RIGHTS

17 21.1. DTSC reserves all of its statutory and
18 regulatory powers, authorities, rights, and remedies, which may
19 pertain to Respondent's failure to comply with any of the
20 requirements of this Consent Agreement. Respondent reserves all
21 of its statutory and regulatory rights, defenses and remedies,
22 as they may arise under this Consent Agreement. This Consent
23 Agreement shall not be construed as a covenant not to sue,
24 release, waiver, or limitation on any powers, authorities,
25 rights, or remedies, civil or criminal, that DTSC or Respondents
26 may have under any laws, regulations or common law.

27 21.2. DTSC reserves the right to disapprove of work
performed by Respondent pursuant to this Consent Agreement and
to request that Respondent performs additional tasks.

21.3. DTSC reserves the right to perform any portion
of the work consented to herein or any additional site
characterization, feasibility study, and/or remedial actions it

1 deems necessary to protect human health and/or the environment.
2 DTSC may exercise its authority under any applicable state or
3 federal law or regulation to undertake response actions at any
4 time. DTSC reserves its right to seek reimbursement from
5 Respondent for costs incurred by the State of California with
6 respect to such actions. DTSC will notify Respondent in writing
7 as soon as practicable regarding the decision to perform any
8 work described in this section.

9 21.4. If DTSC determines that activities in
10 compliance or noncompliance with this Consent Agreement have
11 caused or may cause a release of hazardous waste and/or
12 hazardous waste constituents, or a threat to human health and/or
13 the environment, or that Respondent is not capable of
14 undertaking any of the work required, DTSC may order Respondent
15 to stop further implementation of this Consent Agreement for
16 such period of time as DTSC determines may be needed to abate
17 any such release or threat and/or to undertake any action which
18 DTSC determines is necessary to abate such release or threat.
19 The deadlines for any actions required of Respondent under this
20 Consent Agreement affected by the order to stop work shall be
21 extended to take into account DTSC's actions.

22 21.5. This Consent Agreement is not intended to be
23 nor shall it be construed to be a permit. This Consent
24 Agreement is not a substitute for, and does not preclude DTSC
25 from requiring, any hazardous waste facility permit, post
26 closure permit, closure plan or post closure plan. The parties
27 acknowledge and agree that DTSC's approval of any workplan,
plan, and/or specification does not constitute a warranty or
representation that the workplans, plans, and/or specifications
will achieve the required cleanup or performance standards.
Compliance by Respondent with the terms of this Consent
Agreement shall not relieve Respondent of its obligations to
comply with the Health and Safety Code or any other applicable
local, state, or federal law or regulation.

OTHER CLAIMS

22. Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release by DTSC or Respondent from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

23. Respondent shall comply with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California regional water quality control board.

OTHER APPLICABLE LAWS

24. All actions required by this Consent Agreement shall be conducted in accordance with the requirements of all local, state, and federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

REIMBURSEMENT OF DTSC'S COSTS

25.1. Respondent shall pay DTSC's costs incurred in the implementation of this Consent Agreement.

25.2. An estimate of DTSC's costs is attached as Exhibit A showing the amount of \$40,259.00. It is

1 understood by the parties that this amount is only a cost
2 estimate for the activities shown on Exhibit A and it may differ
3 from the actual costs incurred by DTSC in overseeing these
4 activities or in implementing this Consent Agreement. DTSC will
5 provide additional cost estimates to Respondent as the work
6 progresses under the Consent Agreement.

7 25.3. Respondent shall make an advance payment to
8 DTSC in the amount of \$20,129.50 within 30 days of the effective
9 date of this Consent Agreement. If the advance payment exceeds
10 DTSC's costs, DTSC will refund the balance within 120 days after
11 the execution of the Acknowledgment of Satisfaction pursuant to
12 Section 27 of this Consent Agreement.

13 25.4. DTSC will provide Respondent with a billing
14 statement at least quarterly, which will include the name(s) of
15 the employee(s), identification of the activities, the amount of
16 time spent on each activity, and the hourly rate charged. If
17 Respondent do not pay an invoice within 60 days of the date of
18 the billing statement, the amount is subject to interest as
19 provided by Health and Safety Code section 25360.1.

20 25.5. DTSC will retain all costs records
21 associated with the work performed under this Consent Agreement
22 as required by state law. DTSC will make all documents that
23 support the DTSC's cost determination available for inspection
24 upon request, as provided by the Public Records Act.

25 25.6. Any dispute concerning DTSC's costs incurred
26 pursuant to this Consent Agreement is subject to the Dispute
27 Resolution provision of this Consent Agreement and the dispute
resolution procedures as established pursuant to Health and
Safety Code section 25269.2. DTSC reserves its right to recover
unpaid costs under applicable state and federal laws.

28 25.7. All payments shall be made within 30 days of
29 the date of the billing statement by check payable to the
Department of Toxic Substances Control and shall be sent to:

Accounting Unit
Department of Toxic Substances Control
P. O. Box 806
Sacramento, California 95812-0806

All checks shall reference the name of the Facility, the Respondent's name and address, and the docket number of this Consent Agreement. Copies of all checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Coordinator.

MODIFICATION

26.1. This Consent Agreement may be modified by mutual agreement of the parties. Any agreed modification shall be in writing, shall be signed by both parties, shall have as its effective date the date on which it is signed by all the parties, and shall be deemed incorporated into this Consent Agreement.

26.2. Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. DTSC has no obligation to approve such requests, but if it does so, such approval will be in writing and signed by the Chief, State Regulatory Programs Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, or his or her designee. Any approved workplan revision shall be incorporated by reference into this Consent Agreement.

TERMINATION AND SATISFACTION

27. The provisions of this Consent Agreement shall be deemed satisfied upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC will prepare the Acknowledgment for Respondent's signature. The

1 Acknowledgment will specify that Respondent has demonstrated to
2 the satisfaction of DTSC that the terms of this Consent
3 Agreement including payment of DTSC's costs have been
4 satisfactorily completed. The Acknowledgment will affirm
5 Respondent's continuing obligation to preserve all records after
6 the rest of the Consent Agreement is satisfactorily completed.

7
8 EFFECTIVE DATE

9 28. The effective date of this Consent Agreement
10 shall be the date on which this Consent Agreement is signed by
11 all the parties. Except as otherwise specified, "days" means
12 calendar days.

13
14 SIGNATORIES

15 29. Each undersigned representative certifies that he
16 or she is fully authorized to enter into this Consent Agreement.

17 DATE: _____ BY: _____
18 Associated Plating Company, Inc.

19
20 _____
21 Name and title of Respondent's Representative

22
23 DATE: _____ BY: _____
24 Stephen W. Lavinger, Chief
25 State Regulatory Programs Branch
26 Hazardous Waste Management Program
27 Department of Toxic Substances Control

EXHIBIT A

COST ESTIMATE WORKSHEET CORRECTIVE ACTION CONSENT AGREEMENT

Project Name: Associated Plating Company, Inc.

PROGRAMS	Class Code	Class Name	CACA	CCR	FI Workplan	FI Report	Risk Assessment	Health & Safety Plan	Com. Profile & Public Part.	CEQA	Total Hours	Rate (\$/hr)	Total Cost
SRPD	3564	HSS		24	32	24	16	4	12	24	136	\$110	\$14,960
	3566	SHSSI		1	1	1	1	1	1	1	7	\$126	\$882
	3565	SHSS									0	\$126	\$0
	1181	WPT		1	1	1			1	1	5	\$57	\$285
Public Participation	5373	PPS (DHS)							16		16	\$103	\$1,648
	5372	PPSupervisor (DHS)							4		4	\$118	\$472
Legal Counsel	5778	Staff	6								6	\$152	\$912
Toxicologist	7978	Staff		4	8		32				44	\$149	\$6,556
	7943	Senior		2	2		4				8	\$156	\$1,248
Hydro/Geologist	3728	HSEG		16	24	16					56	\$116	\$6,496
	3730	SHSEGI		2	2	2					6	\$134	\$804
	3729	SHSEG									0	\$133	\$0
Engr. Svcs. Unit	3726	HSE									0	\$122	\$0
	3724	SHSEI									0	\$134	\$0
	3725	SHSE									0	\$133	\$0
Industrial Hygienist	3852	Senior						16			16	\$131	\$2,096
Env. Analysis	4640	Env. Planner								24	24	\$90	\$2,160
	4713	Sr. Env. Planner								8	8	\$129	\$1,032
Accounting	4549	Staff		1		1	1	1	1	1	6	\$118	\$708
		Total	6	51	70	45	54	22	35	59	342	TOTAL =	\$40,259

+ CACA: Corrective Action Consent Agreement Review

+ CCR: Review/comment on Current Conditions Report and Post Closure Report

+ FI: Review/comment on Facility Investigation Workplan and oversight for field activities (includes scoping meeting)

+ FI Report: Review/Comment on Facility Investigation Report

+ Risk Assessment: Review the Risk Assessment part of the FI Report

+ Health & Safety Plan: Review/comment on the Health & Safety Plan

+ Community Profile: Review/comment on Community Profile data and report, and Public Participation

+ CEQA: Preparing CEQA documents if needed (Initial Study and/or Negative Declaration)

+ Hourly Rates are DTSC Contract Estimation Rates effective 7/01/01 - 6/30/02. (Hourly Rate + Indirect @ 191.68%)

+ Class Name: Listed are the most commonly used Class Names

* Note: This worksheet is calculated for the Further Investigation portion of Corrective Action and does

not include Cost Estimates for Interim Measures Workplan & Implementation (if required) and Corrective Measure Study (CMS), Remedy Selection,

Corrective Measures Implementation (CMI), Environmental Impact Report (EIR) preparation, and/or any other additional work not calculated

in the above table.